

MEMORANDUM

Fire Department

TO: Robert Rawls, Interim Town Administrator

FROM: Michael Donati, Fire Chief

DATE: April 29, 1999

SUBJECT: JPA Resolution Broward County Units

The attached resolution amends the JPA agreement to facilitate splitting county personnel and units between Station 68 and 91. Further, at your direction, I have prepared the following plan to redistribute one of the Broward County units previously planned to be located at Fire Station 68. Instead, this unit will be housed at Fire Station 91. If I can be of further assistance, please do not hesitate to contact me.

Fire Station 38
6905 Orange Drive

Engine 38
Engine 138 (ALS)
Medical 38

Fire Station 65
Nob Hill Road

Engine 65 (ALS)
Platform 65
Medical 65

Fire Station 68
3600 Flamingo Road

Engine 68 (ALS) (Broward County Suppression Unit)
Medical 68

Fire Station 91
6001 SW 148th Avenue

Engine 91 (ALS)
Medical 91 (Broward County Medical Unit)

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO LOCAL JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR COOPERATIVE EXCHANGE OF FIRE RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and Broward County entered into an Agreement providing for cooperative exchange of fire rescue services which was executed by Davie on January 20, 1999 and by Broward County on February 23, 1999; and

WHEREAS, Article 2 of said Agreement provided for exchange of fire rescue services; and

WHEREAS, the parties have been operating under the Agreement and have an experience factor which was not available at the inception of the Agreement; and

WHEREAS, the parties have determined that it is in their mutual interest to modify the provision relating to relocation of personnel and equipment so as to better service the public with fire suppression and emergency medical services; and

WHEREAS, the Town Council deems it in the best interest of the residents of the Town to enter into the First Amendment to Local Joint Powers Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the First Amendment to Local Joint Powers Agreement between Broward County and the Town of Davie providing for Cooperative Exchange of Fire Rescue Services, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 1999.

**First Amendment
to
Local Joint Powers Agreement
between
Broward County and the Town of Davie
Providing for
Cooperative Exchange of Fire Rescue Services**

WHEREAS, the Town of Davie (hereinafter "Town") and Broward County (hereinafter "County") entered into a Local Joint Powers Agreement providing for cooperative exchange of fire rescue services which was executed by Davie on January 20, 1999 and by County on February 23, 1999; and

WHEREAS, Article 2 of said Agreement provided for exchange of fire rescue services; and

WHEREAS, the parties have been operating under the Agreement and have an experience factor which was not available at the inception of the Agreement; and

WHEREAS, the parties have determined that it is in their mutual interests to modify the provisions relating to relocation of personnel and equipment so as to better service the public with fire suppression and emergency medical services.

NOW, THEREFORE, the parties do hereby amend the above referenced Agreement which was entered into pursuant to Section 163.01, Florida Statutes, in the manner hereinafter set forth:

1. Article 2 is hereby amended to read as follows:

ARTICLE 2
EXCHANGE OF FIRE RESCUE SERVICES

2.1 Town agrees to keep Station 91, located at 6101 S.W. 148th Avenue, operational, equipped and adequately staffed with certified firefighters for the purpose of fire suppression. County agrees to keep Station 91 operational, equipped and adequately staffed with emergency medical services. The services provided by Town and County with respect to this paragraph 2.1 shall be within the jurisdictional limits of Town and adjoining County areas as reflected on Exhibit "A".

2.1.1 Town agrees to provide suitable accommodations at its expense for County's vehicles and personnel at Station 91. Town agrees to pay all costs associated with the upkeep and maintenance of the facility.

2.1.2 County and Town agree that they will jointly perform routine housekeeping and grounds keeping duties at the facility.

2.1.3 County agrees to be responsible for expenses incurred in maintaining its equipment. The Town shall be responsible for the installation and maintenance of communications systems and other appropriate emergency medical services alerting devices and emergency medical services equipment.

2.1.4 County and Town agree to be equally responsible for payment of the cost of utilities services at Station 91 including, but not limited to, telephone, water and electricity.

2.2 Upon completion of Town's Station 65 at Nob Hill Road and State Road 84, and its occupancy thereof, Town agrees to provide the fire suppression and emergency medical services from Station 65 to adjoining County areas as reflected on Exhibit "A".

2.3 Upon completion of Town's Station 65, and its occupancy thereof, County will relocate fire suppression personnel and equipment from Station 15 to Town's Station 68. County's relocation of personnel and apparatus shall occur simultaneously with Town's commencement of operations at Station 65. Town will provide appropriate emergency medical services from Station 68. The fire suppression and emergency medical services referred to in this paragraph 2.3 shall be supplied to areas of Town as reflected in Exhibit "A".

2.3.1 Town agrees to provide suitable accommodations at its expense for County's vehicles and personnel at Station 68. Town agrees to pay all costs associated with the upkeep and maintenance of the facility.

2.3.2 County and Town agree that they will jointly perform routine housekeeping and grounds keeping duties at the facility.

2.3.3 County agrees to be responsible for expenses incurred in maintaining its equipment. The Town shall be responsible for the installation and maintenance of communications systems and other appropriate emergency medical services alerting devices and emergency medical services equipment.

2.3.4 County and Town agree to be equally responsible for payment of the cost of utilities services at Station 68 including, but not limited to, telephone, water and electricity.

2. All other provisions of the Agreement not modified herein are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 1999, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Chair
____ day of _____, 1999.

Approved as to form by Office of the County
Attorney, Broward County, Florida
Edward Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
PATRICE M. EICHEN
Assistant County Attorney

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR COOPERATIVE FIRE AND RESCUE SERVICES.

TOWN

TOWN OF DAVIE, FLORIDA

ATTEST:

By _____
Gail Reinfeld, Town Clerk

By _____
Harry Venis, Mayor

_____ day of _____, 19__.

(SEAL)

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT "A"

TOWN OF DAVIE

- ST 137
- ST 35
- ST 68
- ST 65
- ST 91

